

IN RE: PETITION FOR SPECIAL HEARING * BEFORE THE
NWC Paradise & Prospect Ave. * ZONING COMMISSIONER
(133 S. Prospect Avenue) * OF BALTIMORE COUNTY
1st Election District * CASE # 89-222-SPH
Timothy A. Lawrence *
Petitioner

FINDINGS OF FACT AND CONCLUSIONS OF LAW

The Petitioner herein requested, pursuant to a Special Hearing, approval of a nonconforming use for the continued use of the rear building as a single dwelling unit and the continued use of the front building as a 2 unit dwelling as both uses have been continuous since prior to 1955, as more particularly described on Petitioner's Exhibit 1.

The Petitioner appeared and testified and he was represented by attorney, Dawn Oley Mugggrave. There were Protestants who appeared and testified, namely, Mr. John Pappas, Mr. and Mrs. Charles Finkner and Ms. Joan Jarboe.

The Petitioner dismissed the requested relief with reference to the existing one story frame dwelling building located on the Paradise Avenue side of the property. The Petitioner indicated that this particular structure could not be established as nonconforming. Therefore, no relief would be sought in reference to this particular structure and the building will not be used as a dwelling unit.

The evidence and testimony tends to indicate that the subject property has been improved with two structures since approximately 1940. The structure closest to Prospect Avenue which is a two story structure has been used as two apartments since approximately 1938.

The evidence tends to establish that the two apartments are located on two separate floors of the building. The building was divided into rental units prior to 1955. The one story structure does not appear to have been occupied as a dwelling unit until approximately 1963 and, therefore, is not nonconforming.

The Protestants' primary objection to the subject property and the relief requested is the nature and character of the operation and not the actual existence of the nonconforming use. There was a great deal of testimony by all of the Protestants that the subject property is used and occupied by individuals who have created problems for the community. The tenants have interfered with the community's quiet enjoyment of their properties. Although the subject of the nature and behavior of the tenants is not before the Zoning Commissioner as a violation, it is with great interest that I note the existence of these problems, in light of the standards set forth in McKenney v. Baltimore County, 39 Md. App. 257, 385 A.2d 96 (1978).

The Protestants argue that the subject property is not used as two apartments, but that the entire house is used as a boarding house. The Protestants also argue that even if the subject property is not currently used as a boarding house, it was in the past. The evidence concerning this matter is sketchy, at best, and nonconclusive from a legal standpoint. The inspection by Mr. Derek Propolis, Baltimore County Zoning Inspector found that the subject property appears to be divided into two apartments, one on the ground floor and one on the second floor. Mr. Propolis' examination of the property substantiates that the property is physically divided into two separate apartments. There is no physical evidence on which to base a conclusion that a

-2-

rooming house or boarding house operation is being operated at this site.

Zoning came officially to Baltimore County on January 2, 1945, when, pursuant to previous authorization by the General Assembly, the County Commissioners adopted a comprehensive set of zoning regulations.

The Commissioners were first authorized to adopt comprehensive planning and zoning regulations in 1939 (Laws of Maryland, 1939, ch. 715). At the next biennial session of the General Assembly, this authorization was repealed, and a new authorization was enacted (Laws of Md., 1941, ch. 247). Before any such regulations were issued, the Legislature authorized the Commissioners to make special exceptions to the regulations (Laws of Md., 1943, ch. 877). The first regulations were adopted and took effect on January 2, 1945. See Kahl v. Comm. on Elec. Light and Power Co., 191 Md. 249, 254, 60 A.2d 754 (1948); Calhoun v. County Board of Appeals, 262 Md. 265, 277 A.2d 569 (1971).

Section II of those regulations created seven zones, four being residential, one commercial, and two industrial. See McKenney v. Baltimore County, Md., 39 Md. App. 257, 385 A.2d 96 (1978).

Those original regulations provided for nonconforming uses. The statute read as follows:

"A lawful nonconforming use existing on the effective date of the adoption of these regulations may continue, provided however, upon any change from such nonconforming use to a conforming use, or any attempt to change from such nonconforming use to a different nonconforming use or any discontinuance of such nonconforming use for a period of one year, or in case a nonconforming structure shall be damaged by fire or otherwise to the extent of seventy-five (75) percent of its value, the right to continue to resume such nonconforming use shall terminate, provided, however, that any such lawful nonconforming use may be extended or enlarged to an extent not more

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than once again the area of the land used in the original nonconforming use." Section XI, 1945, B.C.Z.R.

Baltimore County adopted a new set of comprehensive zoning regulations on March 30, 1955. The issue of nonconforming uses are dealt with in Section 104 of those regulations. The Section then read:

"104.1 - A lawful nonconforming use existing on the effective date of the adoption of these regulations may continue, provided that upon any change from such nonconforming use to any other use, whatsoever, or any abandonment or discontinuance of such nonconforming use for a period of one year or more, or in case any nonconforming business or manufacturing structure shall be damaged by fire or other casualty to the extent of seventy-five (75) percent of its replacement cost at the time of such loss, the right to continue or resume such nonconforming use shall terminate. No nonconforming building or structure and no nonconforming use of a building, structure, or parcel of land shall hereafter be extended more than 25% of the ground floor area of buildings so used."

Section 104.1 was changed to its current language on March 15, 1976 by Bill No. 18-76. The current effective regulation reads as follows:

"A nonconforming use (as defined in Section 101) may continue except as otherwise specifically provided in these Regulations; provided that upon any change from such nonconforming use to any other use, whatsoever, or any abandonment or discontinuance of such nonconforming use for a period of one year or more, or in case any nonconforming business or manufacturing structure shall be damaged by fire or other casualty to the extent of seventy-five (75) percent of its replacement cost at the time of such loss, the right to continue or resume such nonconforming use shall terminate. No nonconforming building or structure and no nonconforming use of a building, structure, or parcel of land shall hereafter be extended more than 25% of the ground floor area of buildings so used. (B.C.Z.R., 1955; Bill No. 18, 1976)"

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On August 4, 1980, the current language found in Section 104.2 was added to the B.C.Z.R. by Bill No. 167-80. This regulation placed an exception upon the general nonconforming rule for Special Exception office buildings. The second reads as follows:

"Exception. Any contrary provision of these regulations notwithstanding, an office building that was authorized by grant of a special exception and that becomes damaged to any extent or destroyed by casualty may be fully restored in accordance with the terms of the special exception. (Bill No. 167, 1980)"

As with all nonconforming use cases, the first task is to determine what lawful nonconforming use existed on the subject property prior to January 2, 1945, the effective date of the adoption of the Zoning Regulations and the controlling date for the beginning of zoning. The evidence tends to indicate that the subject property has been used as two apartments in the larger two story structure. The evidence does not establish a nonconforming use for an apartment residential use of the one story structure located upon the subject site.

The second principle to be applied, as specified in Section 104.1, is whether or not there has been a change in the use of the subject property. A determination must be made as to whether or not the change is a different use, and therefore, breaks the continued nature of the nonconforming use. If the change in use is found to be different than the original use, the current use of the property shall not be considered nonconforming. See McKenney v. Baltimore County, Md., 39 Md. App. 257, 385 A.2d 96 (1978). The evidence in the record does not indicate any breaks or lapses in the continued nature of the nonconforming use and there does not appear to be any

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abandonment or cessation of the apartment use within the two story structure.

When the claimed nonconforming use has changed, or expanded, then the Zoning Commissioner must determine whether or not the current use represents a permissible intensification of the original use or an actual change from the prior legal use. In order to decide whether or not the current activity is within the scope of the nonconforming use, the Zoning Commissioner should consider the following factors:

- (a) To what extent does the current use of these lots reflect the nature and purpose of the original nonconforming use;
- (b) Is the current use merely a different manner of utilizing the original nonconforming use or does it constitute a use different in character, nature, and kind;
- (c) Does the current use have a substantially different effect upon the neighborhood;
- (d) Is the current use a "drastic change" or extension of the original nonconforming use."

The only enlargement of the use of the subject property appears to be the expansion of the residential use to the one story structure. This second building expansion has been abandoned and, therefore, has no impact upon the nonconforming status of the two story structure. This property has been used as a nonconforming two apartment building and it has a legal right to continue under the provisions of Section 104 of the Baltimore County Zoning Regulations. That use may not be expanded or altered to incorporate another different or distinct use, such as a rooming house or boarding house.

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More specifically, the subject property may not be expanded into more residential uses than are set forth herein.

Pursuant to the advertising, posting of the property, and public hearing on this Petition held, and for the reasons given above, the requested Special Hearing should be granted.

THEREFORE, IT IS ORDERED by the Zoning Commissioner of Baltimore County this 14th day of April, 1989 that the approval of the continued use of the rear building (the one story building) be and the same is hereby dismissed.

IT IS FURTHER ORDERED that the approval for the continued use of the front building as a two unit dwelling, in accordance with Petitioner's Exhibit 1, be and the same is hereby GRANTED, subject, however, to the following restrictions:

1. Upon request and reasonable notice, the Petitioner shall permit a representative of the Zoning Enforcement Division to make an inspection of the subject property to insure compliance with this Order.
2. That the Petitioner and/or the Petitioner's predecessors in title shall not expand the use of this operation beyond the two apartments currently existing in the two story structure.
3. The Petitioner shall cease all residential use of the one story structure on the Paradise Avenue side of the property on or before May 30, 1989.
4. The nonconforming use granted herein shall not be converted or utilized as a rooming house or boarding house.

J. Robert Palmer
J. ROBERT PALMER
Zoning Commissioner for
Baltimore County

-7-

JRH:men
cc: Peoples Council
Mr. John Pappas
Mr. and Mrs. Charles Finkner
Ms. Joan Jarboe

ORDERED FOR FILING
Date 4/14/89
By J. Robert Palmer

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BALTIMORE COUNTY, MARYLAND

INTER-OFFICE CORRESPONDENCE

J. Robert Haines
Zoning Commissioner
Date: February 1, 1989

FROM: Pat Keller, Deputy Director
Office of Planning and Zoning

SUBJECT: Zoning Petition Nos. 89-222-SFH (Lawrence); 89-302 (Lagna); 89-303-A (Gorn);
89-225-A (Perr. Ltd.); 89-335-A (SK Properties); 89-326-A (Angelos);
89-332-A (Haynes); 89-333-A (Hart)

The Office of Planning and Zoning has no comment on the above petitions.

FK/sf

RECEIVED
FEB 2 1989

ZONING OFFICE

KANDEL & MUSGRAVE, CHARTERED

ATTORNEYS AT LAW

Dawn Oxley Musgrave
Paula Marie Kandel*
*Also admitted in Florida

Martin M. Kandel
of Counsel

February 23, 1989

Mr. J. Robert Haines
Zoning Commissioner of Baltimore County
111 West Chesapeake Avenue
Towson, Maryland 21204

RE: In the Matter of the Petition For
Special Hearing of Timothy Lawrence
ITEM No. 117

Dear Mr. Haines:

Enclosed herewith please find an Affidavit with regard to the
above referenced Petition for Special Hearing to be filed in Item No. 117.

Very truly yours,

Dawn Oxley Musgrave
Dawn Oxley Musgrave

DOM/cms
Enclosure
cc: File

Baltimore County
Zoning Commissioner
Office of Planning & Zoning
Towson, Maryland 21204
(801) 887-3353

J. Robert Haines
Zoning Commissioner

March 16, 1989

Dawn Oxley Musgrave, Esquire
Kandel and Musgrave, Chartered
115 Sudbrook Lane, Suite 202
Baltimore, Maryland 21208

RE: Petition for Special Hearing
Timothy A. Lawrence, Petitioner
Case #89-222-SFH

Dear Ms. Musgrave:

In reviewing the above case file and transcription for the above
captioned matter, I noted your request to submit additional affidavits,
specifically, Mr. H. Lloyd Pike, has remained unfulfilled. According
to my notes in the case file, you were going to supply me with the
additional affidavits within ten days of the hearing (Feb. 15, 1989).

As of this date, I have not received this information and, I will
have no choice but to issue an Opinion based upon the facts in the
record, if I do not receive the affidavits immediately.

Very truly yours,
J. Robert Haines
J. Robert Haines
Zoning Commissioner

JRH:mmm

KANDEL & MUSGRAVE, CHARTERED

ATTORNEYS AT LAW

Dawn Oxley Musgrave
Paula Marie Kandel*
*Also admitted in Florida

Martin M. Kandel
of Counsel

March 20, 1989

Mr. J. Robert Haines
Zoning Commissioner for Baltimore County
Room 109
County Office Building
111 W. Chesapeake Avenue
Towson, Maryland 21204

RE: Petition for Special Hearing/
Timothy A. Lawrence: Petitioner
Case No. 89-222-SFH
Item No. 117

Dear Mr. Haines:

Enclosed herewith please find the copy of the Affidavit and
a cover letter from Mr. H. Lloyd Pike that were originally mailed
to your office on February 3, 1989.

Should you need additional information, please contact me.
Thank you for your assistance and cooperation.

Very truly yours,

Dawn Oxley Musgrave
Dawn Oxley Musgrave

DOM/cms
Enclosure
cc: File

Petitioner's
Exhibit 11A

Baltimore County
Zoning Commissioner
Office of Planning & Zoning
Towson, Maryland 21204
(801) 887-3353

J. Robert Haines
Zoning Commissioner

March 16, 1989

Dawn Oxley Musgrave, Esquire
Kandel and Musgrave, Chartered
115 Sudbrook Lane, Suite 202
Baltimore, Maryland 21208

RE: Petition for Special Hearing
Timothy A. Lawrence, Petitioner
Case #89-222-SFH

Dear Ms. Musgrave:

In reviewing the above case file and transcription for the above
captioned matter, I noted your request to submit additional affidavits,
specifically, Mr. H. Lloyd Pike, has remained unfulfilled. According
to my notes in the case file, you were going to supply me with the
additional affidavits within ten days of the hearing (Feb. 15, 1989).

As of this date, I have not received this information and, I will
have no choice but to issue an Opinion based upon the facts in the
record, if I do not receive the affidavits immediately.

Very truly yours,

J. Robert Haines
J. Robert Haines
Zoning Commissioner

JRH:mmm

KANDEL & MUSGRAVE, CHARTERED

ATTORNEYS AT LAW

Dawn Oxley Musgrave
Paula Marie Kandel*
*Also admitted in Florida

Martin M. Kandel
of Counsel

February 11, 1989

Mr. and Mrs. H. Lloyd Pike
1005 Mountain Creek Road
Chattanooga, Tennessee 37406

RE: 129 Prospect Avenue, Catonsville, Maryland

Dear Mr. and Mrs. Pike:

Thank you so much for your kind offer of assistance to
my client, Timothy Lawrence. Mr. Lawrence is required to
prove to the Baltimore County Zoning Commissioner that his
property, located at 129 Prospect Avenue in Catonsville, has
been used as apartments since prior to 1954 when the zoning
regulations were first instituted. The evidence that you
have been able to supply as to when the house was originally
converted to multi-family use is invaluable to us.

I have enclosed an Affidavit as to the facts you have
described to me over the phone. Please read it and if it
sues and return it to me. It is most important that the
Affidavit be returned to me as soon as possible, as our
hearing before the Zoning Commissioner will take place on
Wednesday, February 15th. I must have your response by that
time if it is to be of any assistance to my client.

Thank you once again for your kind help. This has been
a very interesting case for me. I've learned a great deal
about the history of my community, Catonsville, and I am
glad to have found you. Please accept my very best wishes
for your health and happiness.

Very truly yours,

Dawn Oxley Musgrave
Encl.

ZONING ENFORCEMENT SECTION

TELEPHONE: 494-3351

***** CORRECTION NOTICE FOR ALLEGED ZONING VIOLATION *****

CASE NUMBER C- 89-93 ELECTION DISTRICT: 1
LOCATION: 133 S. Prospect Ave

PLEASE BE ADVISED THAT AN INSPECTION OF THE ABOVE REFERENCED LOCATION REVEALED:

☐ THERE WAS NO VIOLATION OBSERVED AND THE CASE WILL BE CLOSED.

☒ THERE IS AN APPARENT VIOLATION AND THE FOLLOWING CORRECTION IS REQUIRED:

1. Zoning permits all multi-family dwellings as
single and two family.

2. Stop operating the new building as a dwelling
or prove that it has been used continuously
as a dwelling since before 1955.

3. Reduce the dwelling units in the new building
from 3 to 1 or prove that the new
units existed prior to 1955.

Any question please call

FAILURE TO COMPLY BY 3/31/88 WILL RESULT IN THE ISSUANCE
OF A CITATION WHEREIN YOU ARE SUBJECT TO A CIVIL PENALTY OF \$200.00 FOR EACH
VIOLATION, AND EACH DAY SHALL BE CONSIDERED A SEPARATE VIOLATION (CIVIL PENALTY
BILL #132-85).

☐ COMPLIANCE HAS BEEN ATTAINED AND THE CASE WILL BE CLOSED.

INSPECTOR: *Dawn Oxley Musgrave*

DATE: 7/27/88

COPIES: WHITE - Defendant Original
GREEN - Defendant Duplicate
YELLOW - Complainant

PINK - File
GOLD - Inspection Report

BALTIMORE COUNTY, MARYLAND

INTER-OFFICE CORRESPONDENCE

J. Robert Haines
Zoning Commissioner

Date: December 7, 1988

FROM: Pat Keller, Deputy Director
Office of Planning and Zoning

SUBJECT: Zoning Petition Nos. 89-214-A (Hottinger); 89-216-SFH (Grebe); 89-219-SFH
(Powell); 89-222-SFH (Lawrence); 89-227-A (Ste); 89-232-A (McMillan);
89-234-A (Seven Courts); 89-242-A (Basharrah); and 89-244 (Dickel)
89-210-SFH (Bell)

The Office of Planning and Zoning has no comment on the above listed projects.

FK/sf

cc: Dawn Oxley Musgrave, Esq.
12/9/88

RECEIVED
DEC 8 1988

ZONING OFFICE

CPS-CGS

KANDEL & MUSGRAVE, CHARTERED
ATTORNEYS AT LAW

Dawn Oxley Musgrave
Paula Marie Kandel
*Also admitted in Florida
Martin M. Kandel
of Counsel

December 12, 1988

Mr. J. Robert Haines
Zoning Commissioner for Baltimore County
111 West Chesapeake Avenue
Room 109
Towson, Maryland 21204

Attention: Mrs. Stevens
RE: Petition for Special Hearing/
Case No. 89-222-SPH/
Petitioner Timothy A. Lawrence

Dear Mrs. Stevens:

Per our conversation of December 12, I understand that you have postponed the above referenced case. I am enclosing herewith a copy of my prior correspondence requesting postponement.

Very truly yours,

Dawn Oxley Musgrave
Dawn Oxley Musgrave

DOM/cme
Enclosure
cc: File

RECEIVED
DEC 13 1988
ZONING OFFICE

KANDEL & MUSGRAVE, CHARTERED

ATTORNEYS AT LAW

Dawn Oxley Musgrave
Paula Marie Kandel
*Also admitted in Florida
Martin M. Kandel
of Counsel

December 7, 1988

Mr. J. Robert Haines
Zoning Commissioner for Baltimore County
111 West Chesapeake Avenue
Room 109
Towson, Maryland 21204

RE: Petition for Special Hearing/
Case No. 89-222-SPH/
Petitioner Timothy A. Lawrence

Dear Mr. Haines:

The purpose of this letter is to request a postponement of the hearing that is set in this matter for December 13, 1988. The reason for this request is that I have received notice that I must attend an emergency mechanic's lien hearing in Baltimore County Circuit Court that is set in for the same time. Please reschedule this case at the earliest possible time.

Please note that no other postponements of this case have been requested.

Should you have any questions, please give me a call.

Very truly yours,

Dawn Oxley Musgrave
Dawn Oxley Musgrave

DOM/cme
cc: File

RECEIVED
DEC 8 1988
ZONING OFFICE

AFFIDAVIT

I, H. Lloyd Pike, reside at 1005 Mountain Creek Road, Chattanooga, Tennessee and am competent to testify to the following facts:

1. I am the youngest and sole survivor of three children of Mr. and Mrs. William Pike, Sr.

2. From the time of my birth until I became an adult, I resided with my parents at the property known as 129 South Prospect Avenue in Catonsville, Maryland.

3. In approximately the middle of the 1930's, our home was converted into two apartments by my parents. My parents continued to reside on the first floor apartment, which consisted of the entire first floor and one bedroom on the second floor.

4. Immediately after the renovation was completed, my brother, Richard Pike and his wife moved into the second floor apartment. Their eldest daughter was born in 1936 while they resided in this apartment.

5. After my brother and his family moved from the apartment, my parents rented the second floor apartment to other tenants who were not members of my immediate family.

6. After I moved from my parents home, I visited them on many occasions. During these times, I personally observed the occupancy of the second floor apartment by tenants on a regular basis until the time of my father's death and the subsequent sale of the property in 1963.

7. For health reasons, and because of the distance and expense involved, I am not able to appear personally as a witness in any proceedings in Baltimore.

8. I have personal knowledge of the aforesaid facts and am competent to testify to the same.

I hereby affirm under the penalties of perjury that the matters and facts set forth in this Affidavit are true and correct to the best of my knowledge, information and belief.

Date: Jan. 15, 1989 H. Lloyd Pike
H. Lloyd Pike

Witness: Frances D. Pike Petitioner's
Exhibit 11B

AFFIDAVIT

STATE OF MARYLAND)
COUNTY OF BALTIMORE) To Wit:

I HEREBY CERTIFY that before me, the undersigned Notary Public in and for the State and County aforesaid, personally appeared WILLIAM SEVERN who, in my presence, gave oath in due form of law that:

1. He and Charlotte Severn, his wife, resided at the property known as 125 South Prospect Avenue in Catonsville, Maryland, from 1933 until June, 1988. From 1933 until 1986, his home was located directly adjacent to the property known as 129 South Prospect Avenue.

2. Shortly after moving into his home on South Prospect Avenue, he became good friends with Mr. and Mrs. Richard "Dick" Pike, who resided in the second floor apartment in the house known as 129 South Prospect Avenue. At that time, that house was divided into two apartments. The first floor apartment was occupied by Richard Pike's parents, Mr. and Mrs. William S. Pike.

3. On many occasions, he visited Richard Pike and his family while they resided in the South Prospect Avenue home. During these visits, he personally observed the division of the

NOTARIES
EXHIBIT 2

property into two separate apartments. It was occupied by two separate families continuously during this time.

4. After Richard Pike and his family moved from the second floor apartment, he personally observed that Mr. and Mrs. William S. Pike rented the second floor apartment to other tenants. The property was used continuously as two apartments until the death of Mr. Pike in 1963.

5. Shortly after Mr. Pike's death, the home located at 129 South Prospect was sold to Mr. and Mrs. Leslie Wren, who moved into the first floor apartment that had been occupied by Mr. and Mrs. William S. Pike, Sr.

6. While Mr. and Mrs. Wren owned the property (from 1963 until 1986) they occupied the first floor apartment. The second floor was rented to numerous tenants on a continuous basis during this period.

7. He personally observed the occupation of the second floor by tenants that were not related to Mr. or Mrs. Wren. He can recall no period of time in which the second floor was not rented to tenants during the period in which Mr. and Mrs. Wren owned the property.

8. Shortly after moving to the property, Mr. and Mrs. Wren converted an outbuilding, located in the rear of the house, to a

dwelling. This dwelling was then occupied by tenants on a continuous basis during the period of the Wren's ownership.

9. He is competent to testify to the within facts and has personal knowledge of the same.

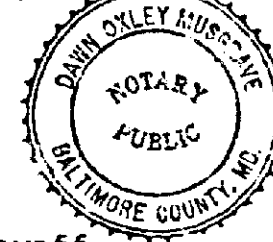
10. He is unable to appear in person at the time of the hearing in this matter because of the travel and expense he would incur as he no longer resides in the Baltimore area.

FURTHER that in my presence the Affiant affixed his hand and seal to this document on this 14th day of February, 1989:

William Severn
WILLIAM SEVERN

WITNESS my hand and notarial seal this 14th day of February, 1989.

My commission expires July 1, 1990.



Dawn Oxley Musgrave
NOTARY PUBLIC

d-3/lawaff

RENTAL APPLICATION, AGREEMENT AND REGULATIONS

Preparation and execution of this form should be under the direction of an attorney.
RECEIPT IS HEREBY ACKNOWLEDGED BY JAG MANAGEMENT, hereinafter called agents, from Richard W. Gowan, hereinafter called tenant, of the sum of 400 Dollars, in payment of rental, deposits, and rental fee on premises located at 133 S PROSPECT AVE

Apartment No. 2 Floor 450 + 552 648
502 012
MONIES RECEIVED:
\$ 400 as deposit for breakage, damage or misuse of facilities.
\$ 0 as deposit on keys at per Key.
\$ 0 as cleaning fee. This is a one time charge and is not refundable.
\$ 400 as rent for the period commencing on May 1, 19 88 to April 30, 19 89.
TOTAL

The tenant agrees to rent the subject premises on a month to month basis at a rental of \$ 450.00 per month payable in advance on the first day of each and every month. (A penalty of \$ 50 per day will be collected for each day rent is arrear.) and further agree:
In consideration of the use and occupancy of the premises as herein specified:
1. To use said premises as a residence only. No more than 5 persons may reside in this apartment. No pets allowed (exceptions may be granted by management.)
2. That the rental of the apartment is with a six (6) months minimum rental. The total deposit will be forfeited if tenant does not occupy the apartment for the minimum period.
3. A deposit is required. This deposit will be returned upon Tenant's vacating if all the provisions of this agreement are complied with, and more specifically but not limited to compliance with the following provisions:
a. That the apartment is left in an undamaged, clean rentable condition to be determined by the Manager.
4. Tenants are required to give 30 days notice upon vacating premises, or they are subject to paying a month's rent upon vacating. Apartments must be vacated by 1:00 P.M. on the day of vacating or pay another 15 day's rent. (Exceptions for unusual circumstances may be granted by management.)
5. Tenant agrees to vacate premises within 3 days after being notified in writing due to non-payment of rent, breach of this agreement or any other reason deemed prudent by Management.
6. No alterations of any kind to the apartment (including painting) shall be made without prior written consent of the owners.
7. It is expressly understood and agreed that the owner of said premises, or said agent will not be liable for any damages or injury to tenant or his family or to his or his family's property from whatever cause arising from the occupancy of said premises by tenant and his family.
8. The tenant hereby gives the owner, in addition to the lien given by law, a lien upon all property situated upon the said premises, including all furniture and household furnishings, whether said property is exempt from execution or not, for the rent agreed to be paid hereunder, for any damage caused by tenant, and for Court costs and attorney's fees incurred under the terms hereof.
9. It is understood and agreed that Agent shall have the right to enter and inspect premises at all reasonable times to insure maintenance and safety of premises, and to show the apartment to prospective tenants after notice to vacate has been received.
10. The Tenant shall not transfer his interest in and to this rental agreement, nor shall the Tenant assign or sublet the said premises or any part thereof or, in his or her absence or otherwise, permit others to occupy the apartment without first having obtained the written consent of the Manager. If the Tenant or subtenant violate the provisions of this paragraph the Manager may immediately take possession of said premises and in event of litigation may sue and evict any person or persons occupying said premises without making the Tenant a party to said proceedings.
11. That the violation of any of the conditions of this agreement shall be sufficient cause of eviction from said premises, tenants agree to pay all costs of such action, including such reasonable attorney's fees as may be fixed by court.

Manager [Signature] Tenant [Signature]

RENTAL APPLICATION, AGREEMENT AND REGULATIONS

Preparation and execution of this form should be under the direction of an attorney.
RECEIPT IS HEREBY ACKNOWLEDGED BY JAG MANAGEMENT, hereinafter called agents, from JAG Management, hereinafter called tenant, of the sum of 400 Dollars, in payment of rental, deposits, and rental fee on premises located at 133 S PROSPECT

Apartment No. 1 Plus 1/3 Rent + 1/2 Oil
MONIES RECEIVED:
\$ 0 as deposit for breakage, damage or misuse of facilities.
\$ 0 as deposit on keys at per Key.
\$ 0 as cleaning fee. This is a one time charge and is not refundable.
\$ 400 as rent for the period commencing on Dec 1, 19 88 to Nov 30, 19 89.
TOTAL

The tenant agrees to rent the subject premises on a month to month basis at a rental of \$ 400 per month payable in advance on the first day of each and every month. (A penalty of \$ 50 per day will be collected for each day rent is arrear.) and further agree:
In consideration of the use and occupancy of the premises as herein specified:
1. To use said premises as a residence only. No more than 5 persons may reside in this apartment. No pets allowed (exceptions may be granted by management.)
2. That the rental of the apartment is with a six (6) months minimum rental. The total deposit will be forfeited if tenant does not occupy the apartment for the minimum period.
3. A deposit is required. This deposit will be returned upon Tenant's vacating if all the provisions of this agreement are complied with, and more specifically but not limited to compliance with the following provisions:
a. That the apartment is left in an undamaged, clean rentable condition to be determined by the Manager.
4. Tenants are required to give 30 days notice upon vacating premises, or they are subject to paying a month's rent upon vacating. Apartments must be vacated by 1:00 P.M. on the day of vacating or pay another 15 day's rent. (Exceptions for unusual circumstances may be granted by management.)
5. Tenant agrees to vacate premises within 3 days after being notified in writing due to non-payment of rent, breach of this agreement or any other reason deemed prudent by Management.
6. No alterations of any kind to the apartment (including painting) shall be made without prior written consent of the owners.
7. It is expressly understood and agreed that the owner of said premises, or said agent will not be liable for any damages or injury to tenant or his family or to his or his family's property from whatever cause arising from the occupancy of said premises by tenant and his family.
8. The tenant hereby gives the owner, in addition to the lien given by law, a lien upon all property situated upon the said premises, including all furniture and household furnishings, whether said property is exempt from execution or not, for the rent agreed to be paid hereunder, for any damage caused by tenant, and for Court costs and attorney's fees incurred under the terms hereof.
9. It is understood and agreed that Agent shall have the right to enter and inspect premises at all reasonable times to insure maintenance and safety of premises, and to show the apartment to prospective tenants after notice to vacate has been received.
10. The Tenant shall not transfer his interest in and to this rental agreement, nor shall the Tenant assign or sublet the said premises or any part thereof or, in his or her absence or otherwise, permit others to occupy the apartment without first having obtained the written consent of the Manager. If the Tenant or subtenant violate the provisions of this paragraph the Manager may immediately take possession of said premises and in event of litigation may sue and evict any person or persons occupying said premises without making the Tenant a party to said proceedings.
11. That the violation of any of the conditions of this agreement shall be sufficient cause of eviction from said premises, tenants agree to pay all costs of such action, including such reasonable attorney's fees as may be fixed by court.

Manager [Signature] Tenant [Signature]

BALTIMORE COUNTY, MARYLAND
INTER-OFFICE CORRESPONDENCE

TO: J. Robert Haines
Zoning Commissioner

FROM: Derek Propolis
Zoning Inspector

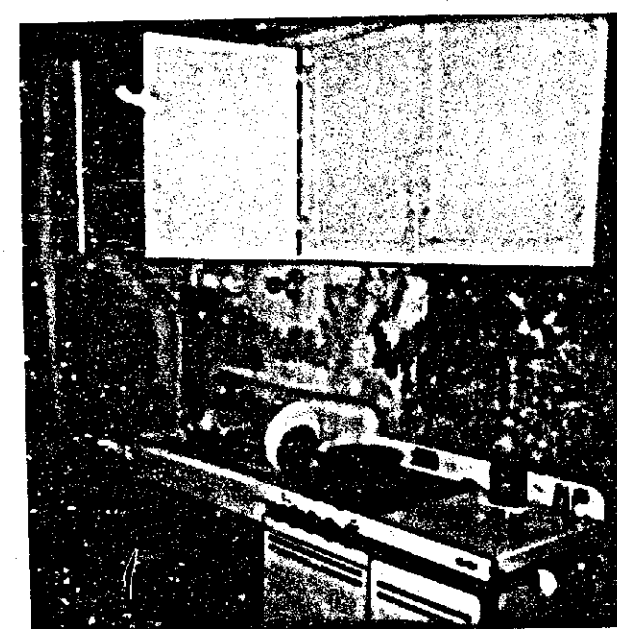
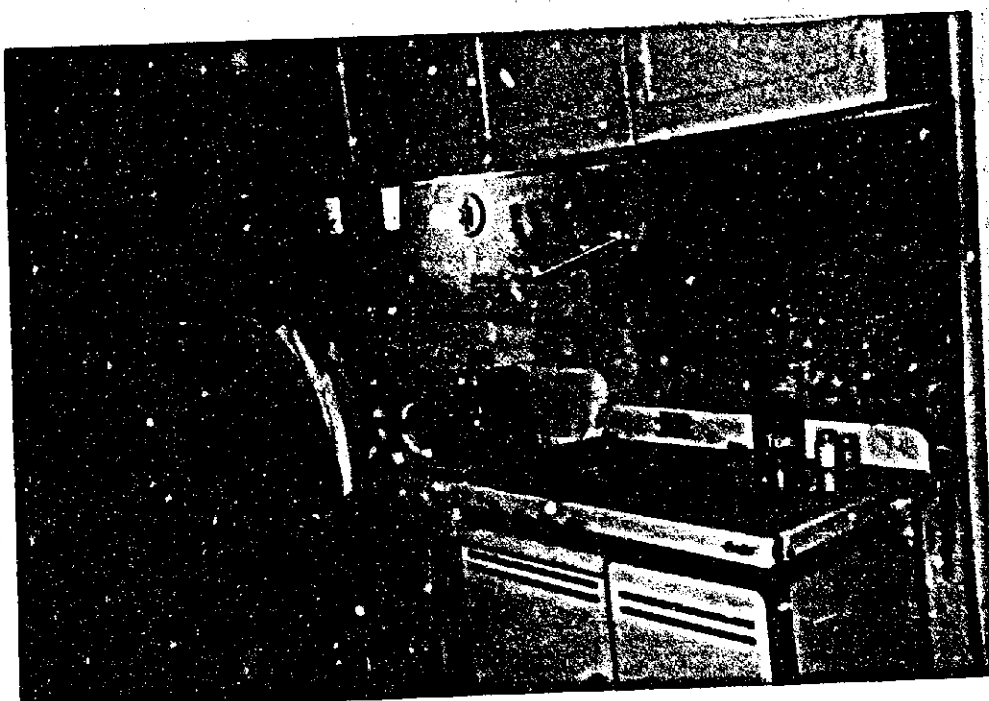
RE: 133 S. Prospect Avenue

February 23, 1989

Please be advised that the subject property was inspected on February 17, 1989 and both floors were inspected. To my eye, separate apartments existed with separate entrances. The second floor has every appearance of being an apartment. There is a living room (photo enclosed) and a kitchen (photo enclosed) and there are two (2) bedrooms. However, no evidence existed to show that the second floor is a rooming house operation; that is, renting out on a room by room basis.

DP:ech

PETITIONER(S) EXHIBIT 3



Protestant's Exhibits 1



Protestant's Exhibits 1



NO	CORNER	SCHEDULE	WEST
1	2015.412	20.971.013	
2	2015.412	20.971.013	
3	2015.412	20.971.013	
4	2015.412	20.971.013	
5	2015.412	20.971.013	
6	2015.412	20.971.013	
7	2015.412	20.971.013	
8	2015.412	20.971.013	
9	2015.412	20.971.013	
10	2015.412	20.971.013	
11	2015.412	20.971.013	
12	2015.412	20.971.013	
13	2015.412	20.971.013	
14	2015.412	20.971.013	
15	2015.412	20.971.013	

CURVE DATA	DATA	DATA	DATA
CHORD	RADIUS	LENGTH	AREA
4-5	20.00	14.11	5.00
5-6	20.00	17.30	8.43
6-7	20.00	25.90	17.30
7-8	20.00	34.50	25.90
8-9	20.00	43.10	34.50
9-10	20.00	51.70	43.10
10-11	20.00	60.30	51.70

VICINITY MAP
SCALE: 1"=100'

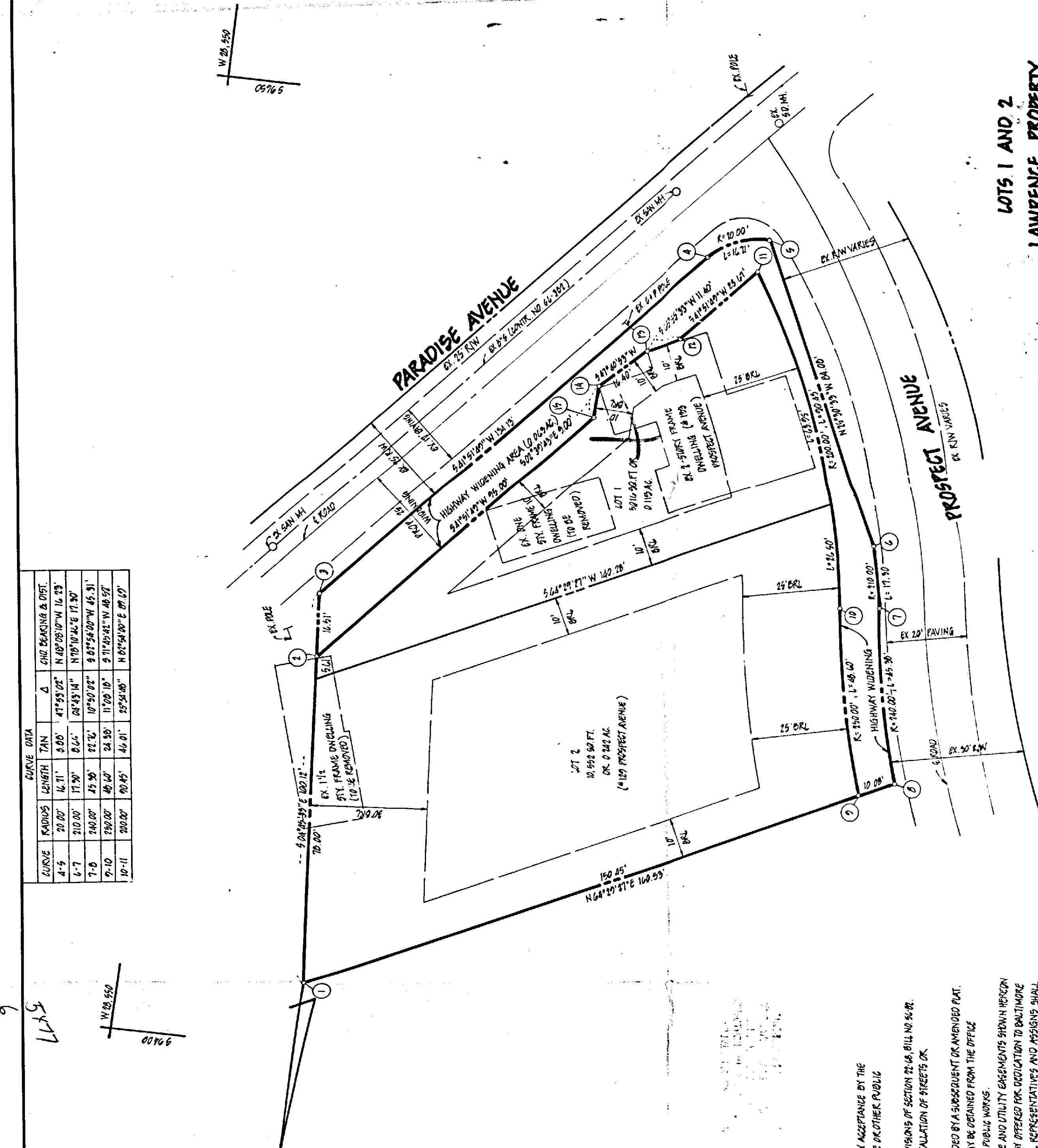
GENERAL NOTES

1. THIS MAP IS A REPRODUCTION OF THE ORIGINAL MAP.
2. THE ORIGINAL MAP IS ON FILE IN THE OFFICE OF THE CLERK OF THE DISTRICT COURT.
3. THE ORIGINAL MAP IS ON FILE IN THE OFFICE OF THE CLERK OF THE DISTRICT COURT.
4. THE ORIGINAL MAP IS ON FILE IN THE OFFICE OF THE CLERK OF THE DISTRICT COURT.
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9. THE ORIGINAL MAP IS ON FILE IN THE OFFICE OF THE CLERK OF THE DISTRICT COURT.
10. THE ORIGINAL MAP IS ON FILE IN THE OFFICE OF THE CLERK OF THE DISTRICT COURT.

PETITIONER'S EXHIBIT 1
SM. 56 FOLD 115
Filed for record

Date JUN 19 1987
Test: [Signature]
Clerk

OWNER & DEVELOPER
THOMAS A. LAWRENCE
107 ARDENT AVENUE
BALTIMORE, MARYLAND 21209



**LOTS 1 AND 2
LAWRENCE PROPERTY**
A RESUBDIVISION OF PART OF LOTS 14 AND 15
PREVIOUSLY RECORDED AS NORTH PROSPECT
1ST ELECTION DISTRICT BALTIMORE CO MARYLAND
SCALE: 1"=50'

OWNER'S CERTIFICATE

THE UNDERSIGNED, OWNER OF THE LAND SHOWN IN THIS PLAT, HEREBY CERTIFIES THAT TO THE BEST OF HIS KNOWLEDGE, THE REQUIREMENTS OF SECTION 10 OF ARTICLE 3 OF THE REAL PROPERTY ARTICLE OF THE ANNOTATED CODE OF MARYLAND, 1987, HAVE BEEN COMPLIED WITH IN THE PREPARATION OF THIS PLAT AND SETTING OF THE MARKERS.

Thomas A. Lawrence
THOMAS A. LAWRENCE

NOTE:

CORNER AND BEARING SHOWN ON THIS PLAT ARE REFERRED TO THE SYSTEM OF CORNER BEARINGS IN THE BALTIMORE COUNTY METRIC SURVEYING SYSTEM AND ARE BASED ON THE FOLLOWING INTERSECTION STATIONS: X-1111 AND X-1112.

X-1111 5 40' 30" N 10 00' 00" E
X-1112 5 00' 00" N 10 00' 00" E

NOTE:

STREETS AND OR LOTS SHOWN HEREIN ARE NOT INTENDED TO BE CONSIDERED AS A BASIS FOR THE DETERMINATION OF THE LOCATION OF ANY STREET OR LOT. THE LOCATION OF ANY STREET OR LOT SHALL BE DETERMINED BY THE DEPARTMENT OF PUBLIC WORKS.

1. REVISIONS OF THIS PLAT DOES NOT CONSTITUTE OR IMPLY ACCEPTANCE BY THE COUNTY OF ANY STREET OR LOT. THE LOCATION OF ANY STREET OR LOT SHALL BE DETERMINED BY THE DEPARTMENT OF PUBLIC WORKS.

2. THE PLAT MAY BE USED IN ACCORDANCE WITH THE PROVISIONS OF SECTION 10 OF ARTICLE 3 OF THE REAL PROPERTY ARTICLE OF THE ANNOTATED CODE OF MARYLAND, 1987, FOR THE PURPOSES OF THE DEPARTMENT OF PUBLIC WORKS.

3. THE INFORMATION SHOWN HEREIN MAY BE SUPERSEDED BY A SUBSEQUENT OR AMENDED PLAT.

4. THE INFORMATION SHOWN HEREIN MAY BE SUPERSEDED BY A SUBSEQUENT OR AMENDED PLAT.

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9. THE INFORMATION SHOWN HEREIN MAY BE SUPERSEDED BY A SUBSEQUENT OR AMENDED PLAT.

10. THE INFORMATION SHOWN HEREIN MAY BE SUPERSEDED BY A SUBSEQUENT OR AMENDED PLAT.

SURVEYOR'S CERTIFICATE

THE UNDERSIGNED, A REGISTERED LAND SURVEYOR OF THE STATE OF MARYLAND, DOES HEREBY CERTIFY THAT HE IS THE SURVEYOR WHO PREPARED THIS PLAT AND THAT THE LAND SHOWN IN THIS PLAT HAS BEEN LAND OUT AND THE PLAT THEREOF HAS BEEN PREPARED IN ACCORDANCE WITH SECTION 10 OF ARTICLE 3 OF THE REAL PROPERTY ARTICLE OF THE ANNOTATED CODE OF MARYLAND, 1987, INsofar AS SAME CONCERN THE MAKING OF THE PLAT AND THE SETTING OF THE MARKERS.

William H. Mottel
WILLIAM H. MOTTEL, P.E. & S.W.



BONDER ASSOCIATES
ENGINEERS PLANNERS SURVEYORS
555 ELLIOTT MILLS DRIVE
BALTIMORE, MARYLAND 21209
(301) 443-7777

56-115-5611